



S/N 09/131,084

**PATENT**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: GUTH Examiner: W. NEUDER  
Serial No.: 09/131,084 Group Art Unit: 3672  
Filed: AUGUST 7, 1998 Docket No.: 3616.111USC1  
Title: COMPOSITE MASONRY BLOCK

**CERTIFICATE UNDER 37 CFR 1.8:** The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service, as first class mail, with sufficient postage, in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on March 20, 2001.

By: Sharon R. Thorndike  
Name: Sharon R. Thorndike

**CERTIFICATE UNDER 37 C.F.R. § 3.73(b)**

Anchor Wall Systems, Inc., a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 5959 Baker Road, Suite 390, Minnetonka, Minnesota 55345, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A.  An assignment from the inventor(s), of the patent application identified above. The assignment was recorded in the Patent and Trademark Office on August 25, 1995 in parent application 08/474,097 (now U.S. Patent 5,795,105), at Reel 7604, Frame 0528, or for which a copy is attached.

B.  A Change of Name from Block Systems, Inc. to Anchor Wall Systems, Inc.: The document was recorded in the Patent and Trademark Office on August 13, 1998 at Reel 9407, Frame(s) 0251, or for which a copy thereof is attached.

2. From: To:

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- Additional documents in the chain of title are listed on a supplemental sheet.
- Copies of assignments or other documents in the chain of title are attached.

The undersigned (Applicant's attorney) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

MERCHANT & GOULD P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903  
612/332-5300

Date: March 20, 2000

  
James A. Larson  
Reg. No. 40,443  
JAL:PSTsrt

M&G- 3616.111US01

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2.

Theodore E. Guth



Name and address of receiving party(ies):

Name: Anchor Wall Systems, Inc.

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Street Address: 6101 Baker Road

Suite 201

City: Minnetonka State: MN ZIP: 55343-5973

Execution Date: August 2, 1995

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

08/474,097

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John J. Gresens

6. Total number of applications and patents involved: ..... 1

7. Total fee (37 CFR 3.41): ..... \$40.00

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John J. Gresens, Reg. No. 33,112  
Name of Person Signing

Signature

8/22/95

Date

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ASSIGNMENT

WHEREAS, I/WE, Theodore E. Guth residing at 2807 Xenwood, St. Louis Park, Minnesota 55416 made certain new and useful inventions and improvements for which I/We executed an application for Letters Patent of the United States on said herewith date which is entitled COMPOSITE MASONRY BLOCK, which was filed with the U.S. Patent Office on June 7, 1995 and given U.S. Serial No. 08/474,097.

AND WHEREAS, Anchor Wall System, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 6101 Baker Road, Suite 201, Minnetonka, Minnesota 55343-5973 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, I/we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I/we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, I/we do hereby agree that I and my/we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me/us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I/we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me/us and that full right to convey the same as herein expressed is possessed by me/us.